

Advertise 1 times
Friday, November 21, 2014

City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska
BY ELECTRONIC BID PROCESS until: 12:00 p.m., Wednesday, December 17, 2014 for providing
the following:

Roadway Improvements at
NW 48th Street from W. Vine to W. Adams
Project 701452
Bid No. 14-281

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To
Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Questions concerning this bid process may be directed to City/County Purchasing at
(402) 441-7417 or (402) 441-7416 or purchasing@lincoln.ne.gov

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Vince Mejer Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email	vmejer@lincoln.ne.gov			Contact
Phone	1 (402) 441-8314	Contact	Vince Mejer Purchasing Agent	Department
Fax	1 (402) 441-6513			Building
Bid Number	14-281 Addendum 2			
Title	Roadway Improvements at NW 48th Street from W. Vine to W. Adams, Project 701452 (PW/U - Eng. Services)	Department		Floor/Room
		Building		Telephone
		Floor/Room		Fax
Bid Type	Bid	Telephone	1 (402) 441-8314	Email
Issue Date	11/21/2014	Fax	1 (402) 441-6513	
Close Date	12/17/2014 12:00:00 PM CT	Email	vmejer@lincoln.ne.gov	
Need by Date				

Supplier Information

Company K2 Construction
 Address 7701 Cornhusker Highway

 Lincoln, NE 68462

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 467-2355
 Fax 1 (402) 467-2055
 Email
 Submitted 12/17/2014 11:11:02 AM CT
 Total \$15,867,082.88

Signature Travis Sondgeroth

Email travis@k2construction.biz

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, 1) Click the "Help" button in the upper right hand corner of any screen; or 2) Contact our office at 402-441-7417 to set up a training session in Purchasing or assistance over the phone. A pre-bid meeting for the project has been scheduled for December 4, 2014 from 1:30 pm to 3:00 pm in Training Room 1 at the City of Lincoln Municipal Services Center at 901 W. Bond Street, Lincoln, Nebraska.

Bid Activities

Date	Name	Description
12/4/2014 1:30:00 PM	Pre-Bid Meeting	A pre-bid meeting for the project has been scheduled for December 4, 2014 from 1:30 pm to 3:00 pm in Training Room 1 at the City of Lincoln Municipal Services Center at 901 W. Bond Street, Lincoln, Nebraska. All interested bidders are encouraged to review the plans and Special Provisions prior to the meeting so that any questions they have may be answered either at the meeting or through addendum to the bidding documents.
12/17/2014 12:00:00 PM	General Contractor Listing	General Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.
12/17/2014 12:00:00 PM	Sub-Contractor Listing	Sub-Contractors - Call 402-441-7417 or e-mail purchasing@lincoln.ne.gov to be added to this list.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Standard Specifications for Municipal Construction	I acknowledge reading and understanding the current City of Lincoln Standard Specifications for Municipal Construction and Lincoln Standard Plans (including General Provisions and Requirements, and Material and Construction Specifications) View at: http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm	Yes
2	NDOR Standard Specs for Hwy Construction	I acknowledge reading and understanding the current Nebraska Department of Road's Standard Specifications for Highway Construction Supplemental Specifications to the Standard Specifications for Highway Construction, view at: http://www.dor.state.ne.us/ref-man/	Yes
3	Form of Contract Agreement	I acknowledge reading and understanding the Contract Agreement Forms.	Yes
4	Form of Bonds	I acknowledge that a Performance Bond and a Payment Bond each in the amount of 100% of the Contract amount will be required with the signed contract upon award of this job.	Yes
5	Special Provisions/Traffic Control Provisions	I acknowledge reading and understanding the Special Provisions and/or Traffic Control Provisions.	Yes
6	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
7	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
8	Specifications	I acknowledge reading and understanding the Specifications.	Yes
9	Plan, Profile & Detail Sheets	I acknowledge reading and understanding the Plan, Profile & Detail Sheets included with this bid.	Yes
10	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes

11	Bid Bond Submission - City	I acknowledge and understand that my bid will not be considered unless a bid bond or certified check in the sum of five percent (5%) of the total amount of the bid is made payable to the order of the City Treasurer as a guarantee of good faith prior to the bid opening. The bid security may be scanned and attached to the 'Response Attachments' section of your response or faxed to the Purchasing Office (402)441-6513. The original bond/check must then be received in the Purchasing Office, 440 S. 8th Street, Ste. 200, Lincoln, NE 68508 within three (3) days of bid closing. YOU MUST INDICATE YOUR METHOD OF BID BOND SUBMISSION IN BOX TO RIGHT!	I have scanned and attached my bid bond.
12	Unit Pricing Rules	I acknowledge the Excel spreadsheet is attached to this bid in the Response Attachment Section. The unit price of the Excel Spreadsheet takes precedence over the total submitted in Line Items.	Yes
13	Project Dates	The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be 579 calendar days after the beginning of construction, or completed no later than October 28, 2016.	Yes
14	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
15	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
16	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
17	Contact	Name of person submitting this bid:	Travis Sondgeroth
18	Electronic Signature	Please check here for your electronic signature.	Yes
19	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
20	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Lump Sum	Roadway Improvements at NW 48th Street from W. Vine to W. Adams, Project 701452 -- Total Lump Sum of Bid	\$15,867,082.88

Item Notes: Fill out the itemized Excel spreadsheet attached below. Attach completed spreadsheet on the 'Response Attachments' of your response.

Supplier Notes:

Response Total:	\$15,867,082.88
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Line No.	Pay Item No.	Description	Quantity	Unit	Unit Price	Amount
1	01.00001	Mobilization	1.0000	LS	548643.15	548643.15
2	01.01001	Const Staking	1.0000	LS	90915	90915
3	01.02001	Survey Monument and Box	16.0000	EA	220	3520
4	01.03001	Property Pin Establishment	180.0000	EA	126.5	22770
5	01.04001	Pavt & Sidewalk Rem	14,022.0000	CY	17.5	245385
6	01.05001	Sawing, Type "A"	1,066.0000	LF	5.6	5969.6
7	01.06001	Sawing, Type "B"	3,522.0000	LF	4.2	14792.4
8	01.07001	Sawing, Type "C"	199.0000	LF	4.2	835.8
9	01.09001	Wheel Sawing	5,582.0000	LF	4.2	23444.4
10	01.11001	Adj MH to Grade	13.0000	EA	324.5	4218.5
11	01.12002	Adj Grate Inlet to Grade	1.0000	EA	473	473
12	01.13001	Adj Water Valve Box To Grade	17.0000	EA	297	5049
13	01.13002	Adj Water Stop Box to Grade	11.0000	EA	352	3872
14	50.00001	Pothole Existing Utility	50.0000	EA	210	10500
15	50.00001	Remove Street Light Pole Foundation	4.0000	EA	550	2200
16	50.00001	Remove and Reset Right-of-Way Marker	2.0000	EA	110	220
17	50.00001	Remove and Reset Sign	1.0000	EA	70	70
18	50.00001	Clear Tract 4	1.0000	EA	24009.28	24009.28
19	50.00001	Clear Tract 96	1.0000	EA	16793.34	16793.34
20	50.00005	Remove Modular Block Retaining Wall	85.0000	LF	70	5950
21	50.00005	Remove Fence	1,000.0000	LF	16.5	16500
22	02.01001	Gen Clearing & Grubbing	1.0000	LS	29975	29975
23	02.02012	Tree Rem (12" to 23")	31.0000	EA	288.68	8949.08
24	02.02024	Tree Rem (24" to 35")	30.0000	EA	431.5	12945
25	02.02036	Tree Rem (36" & Over)	24.0000	EA	719.17	17260.08
26	02.02112	Stump Rem (12" to 23")	8.0000	EA	134.07	1072.56
27	02.02124	Stump Rem (24" to 35")	7.0000	EA	242	1694
28	02.02136	Stump Rem (36" & Over)	1.0000	EA	570.9	570.9
29	02.04001	Rem & Reset Fence	346.0000	LF	27.5	9515
30	02.05001	Excavation	100,246.0000	CY	2.82	282693.72
31	02.05002	Over-Excavation	22,991.0000	CY	5.23	120242.93
32	02.05003	Excavation - Borrow	7,052.0000	CY	11.96	84341.92
33	02.08001	Earthwork Measured in Embankment	107,298.0000	CY	4.51	483913.98
34	02.09001	Parking Space Finish	154,910.0000	SY	2.42	374882.2
35	50.00010	Removal of Unsuitable Material	5,000.0000	CY	28	140000
36	50.00040	Subgrade Stabilization	25,000.0000	SY	6.17	154250

37	50.00001	Settlement Plate	16.0000	Ea.	756.25	12100
38	03.06001	Flowable Fill	66.0000	CY	146.1	9642.6
39	04.09008	PCC Pavt, 8"	6,656.0000	SY	41.14	273827.84
40	04.09106	PCC Pavt w/Int Curb, 6"	649.0000	SY	49.17	31911.33
41	04.09107	PCC Pavt w/Int Curb, 7"	188.0000	SY	53.68	10091.84
42	04.09108	PCC Pavt w/Int Curb, 8"	1,173.0000	SY	52.36	61418.28
43	04.09109	PCC Pavt w/Int Curb, 9"	6,207.0000	SY	51.59	320219.13
44	04.09110	PCC Pavt w/Int Curb, 10"	27,422.0000	SY	46.31	1269912.82
45	04.09304	Conc Sidewalk, 4"	79,518.0000	SF	4.4	349879.2
46	04.09306	Conc Sidewalk, 6"	4,514.0000	SF	5.01	22615.14
47	04.09405	Conc Driveway, 5"	290.0000	SF	4.79	1389.1
48	04.09406	Conc Driveway, 6"	8,107.0000	SF	4.51	36562.57
49	04.09505	Conc Bikeway, 5"	22,102.0000	SF	3.91	86418.82
50	04.09506	Conc Bikeway, 6"	988.0000	SF	4.95	4890.6
51	04.09601	Combined Curb & Gutter	1,212.0000	LF	27.5	33330
52	04.09800	Conc Median Nose	19.0000	EA	481.91	9156.29
53	04.09804	Conc Median Surfacing, 4"	24,296.0000	SF	4.51	109574.96
54	04.11001	Detectable Warning Panels	990.0000	SF	38.01	37629.9
55	06.06004	Asphaltic Concrete, Type 4	10.0000	TON	220	2200
56	07.08010	Conc for Steps & Retaining Walls	22.8100	CY	460	10492.6
57	07.08020	Reinf Stl for Steps & Retaining Walls	1,610.0000	LBS	1.6	2576
58	07.08030	Modular Block Retaining Wall	23,984.0000	SF	34.88	836561.92
59	07.08040	Handrails	18.0000	LF	38.5	693
60	08.03048	Pipe Railing Fence, 48"	3,251.7000	LF	32.95	107143.515
61	09.03001	Crushed Rock Roadway Surfacing	486.0000	TON	29.8	14482.8
62	09.03002	Gravel Surfacing	65.0000	TON	19.78	1285.7
63	50.00001	Remove and Replace Curb Inlet Top	1.0000	EA	1130	1130
64	50.00040	4" Foundation Course	77,199.0000	SY	5.28	407610.72
65	50.00040	Doweled PC Concrete Pavement With Integral Curb, 10"	45,343.0000	SY	49.23	2232235.89
66	50.00040	Doweled HE PC Concrete Pavement With Integral Curb, 10"	1,752.0000	SY	68.86	120642.72
67	50.00040	HE PC Concrete Pavement With Integral Curb, 6"	66.0000	SY	50.16	3310.56
68	50.00040	HE PC Concrete Pavement With Integral Curb, 7"	384.0000	SY	51.7	19852.8
69	50.00040	HE PC Concrete Pavement With Integral Curb, 8"	1,854.0000	SY	52.8	97891.2
70	50.00040	HE PC Concrete Pavement With Integral Curb, 10"	2,682.0000	SY	65.56	175831.92
71	50.00040	Temporary Surfacing	20,717.0000	SY	55.44	1148550.48
72	50.00045	Temporary Sidewalk	4,552.0000	SF	5.7	25946.4
73	50.00045	HE Concrete Driveway, 5"	1,519.0000	SF	4.84	7351.96

74	50.00045	HE Concrete Driveway, 6"	1,724.0000	SF	4.84	8344.16
75	50.00045	HE Concrete Sidewalk, 5"	482.0000	SF	4.95	2385.9
76	13.02501	Grvd Prfmd Plstc Mkg, Lt Arrow	1.0000	EA	577.5	577.5
77	13.02502	Grvd Prfmd Plstc Mkg, Rt Arrow	4.0000	EA	825	3300
78	13.04512	Grvd Liquid Polyurea Mkg - Type I, 12" W	1,587.0000	LF	15.95	25312.65
79	13.04513	Grvd Liquid Polyurea Mkg - Type I, 12" Y	391.0000	LF	15.95	6236.45
80	13.04524	Grvd Liquid Polyurea Mkg - Type I, 24" W	900.0000	LF	31.35	28215
81	13.06504	Grvd Liquid Polyurea Mkg - Type III, 4" W	14,789.0000	LF	3.03	44810.67
82	13.06505	Grvd Liquid Polyurea Mkg - Type III, 4" Y	9,202.0000	LF	3.03	27882.06
83	13.06508	Grvd Liquid Polyurea Mkg - Type III, 8" W	10,695.0000	LF	6.55	70052.25
84	13.08010	Raised Pavt Markers	57.0000	EA	17.05	971.85
85	13.09001	Tubular Markers, Channel Mount	12.0000	EA	104.5	1254
86	14.01010	Traffic Sign, < 4 Sq Ft	108.0000	EA	104.5	11286
87	14.01012	Traffic Sign, 4 Sq Ft < 9 Sq Ft	31.0000	EA	121	3751
88	14.01014	Traffic Sign, 9 Sq Ft or >	9.0000	EA	137.5	1237.5
89	14.01110	Remove Traffic Sign Only	3.0000	EA	55	165
90	14.01111	Remove Traffic Sign and Post	50.0000	EA	82.5	4125
91	14.03210	"U" Channel Sign Posts	714.0000	LF	3.3	2356.2
92	14.03211	Ground Sleeve	23.0000	EA	93.5	2150.5
93	14.04010	Street Name Posts (Round)	154.0000	LF	7.7	1185.8
94	14.05002	Rem Dead End Barricade	2.0000	EA	275	550
95	15.05001	Dynamic Message Sign	200.0000	DAY	126.5	25300
96	15.09001	Traffic Control for Const	1.0000	LS	214500	214500
97	15.09210	Flashing Arrow Panels	200.0000	DAY	82.5	16500
98	15.09300	Flagging	60.0000	DAY	525	31500
99	15.09400	Conc Protect Barrier	537.3500	LF	22.39	12031.2665
100	15.09410	Relocate Conc Protect Barrier	263.0000	LF	3.3	867.9
101	15.09500	Ex Pav Marking Rem	37,750.0000	LF	1.05	39637.5
102	15.09504	Temp Pav Mkg, 4"	70,400.0000	LF	0.72	50688
103	15.09512	Temp Pav Mkg, 12"	405.0000	LF	2.04	826.2
104	50.00001	Inertial Barrier System	3.0000	EA	2750	8250
105	20.05001	Found Material	300.0000	CY	32.6	9780
106	20.07001	Conc for Collars, Elbows, Plugs & Hdwl	72.8900	CY	530	38631.7
107	20.07002	Reinf Steel for Collars, Elbows, Plugs & Hdwl	7,208.0000	LBS	1.24	8937.92
108	21.03015	Rem Storm Sewer Pipe, 15"	469.0000	LF	14	6566
109	21.03018	Rem Storm Sewer Pipe, 18"	818.0000	LF	14	11452
110	21.03024	Rem Storm Sewer Pipe, 24"	648.0000	LF	15.75	10206

111	21.03030	Rem Storm Sewer Pipe, 30"		291.0000	LF	17.5	5092.5
112	21.03036	Rem Storm Sewer Pipe, 36"		337.0000	LF	19.25	6487.25
113	21.03048	Rem Storm Sewer Pipe, 48"		72.0000	LF	24.5	1764
114	21.03315	RCP Storm Sewer, CI III, 15"		5,324.0000	LF	37.62	200288.88
115	21.03318	RCP Storm Sewer, CI III, 18"		3,716.0000	LF	41.88	155626.08
116	21.03321	RCP Storm Sewer, CI III, 21"		939.0000	LF	46.84	43982.76
117	21.03324	RCP Storm Sewer, CI III, 24"		2,772.0000	LF	54.56	151240.32
118	21.03330	RCP Storm Sewer, CI III, 30"		712.0000	LF	74.28	52887.36
119	21.03336	RCP Storm Sewer, CI III, 36"		1,449.0000	LF	98.17	142248.33
120	21.03348	RCP Storm Sewer, CI III, 48"		819.0000	LF	134.64	110270.16
121	21.03354	RCP Storm Sewer, CI III, 54"		38.0000	LF	175.75	6678.5
122	21.03436	RCP Storm Sewer, CI IV, 36"		218.0000	LF	101.82	22196.76
123	21.03638	Ellip RCP Storm Sewer, 38" x 60"		68.0000	LF	196.94	13391.92
124	21.05001	Tap Ex Storm Sewer MH & Replace		2.0000	EA	820	1640
125	21.05002	Tap Ex Storm Sewer Inlet & Replace		1.0000	EA	820	820
126	21.06001	Reinf Steel for Structures		112,055.0000	LBS	1.24	138948.2
127	21.06002	Conc for Structures		599.1000	CY	425.82	255108.762
128	21.07015	Storm Sewer MH, 15" - 30"		15.0000	EA	2830	42450
129	21.07060	Storm Sewer MH, 54"-60"		1.0000	EA	4870	4870
130	21.08001	Storm Sewer Inlet, 72"		32.0000	EA	1872	59904
131	21.08002	Canted Storm Sewer Inlet, 72"		62.0000	EA	2300	142600
132	21.08003	Radius Storm Sewer Inlet, 72"		1.0000	EA	2300	2300
133	21.08012	Grate Inlet, Ty "F-2"		2.0000	EA	1620	3240
134	21.08014	Grate Inlet, Ty "H"		13.0000	EA	1674	21762
135	21.12015	Rem RC FES, 15"		5.0000	EA	350	1750
136	21.12018	Rem RC FES, 18"		3.0000	EA	350	1050
137	21.12024	Rem RC FES, 24"		1.0000	EA	350	350
138	21.12030	Rem RC FES, 30"		5.0000	EA	350	1750
139	21.12036	Rem RC FES, 36"		2.0000	EA	490	980
140	21.12048	Rem RC FES, 48"		2.0000	EA	700	1400
141	21.12224	RC FES, 24"		1.0000	EA	897.2	897.2
142	21.12230	RC FES, 30"		1.0000	EA	1045.4	1045.4
143	21.12236	RC FES, 36"		7.0000	EA	1661	11627
144	21.12318	RC FES, w/Grate, 18"		1.0000	EA	1078	1078
145	21.12324	RC FES, w/Grate, 24"		2.0000	EA	1230.4	2460.8
146	21.12330	RC FES, w/Grate, 30"		1.0000	EA	1548.2	1548.2
147	21.12336	RC FES, w/Grate, 36"		1.0000	EA	2219	2219

148	21.13001	Rem Ex Manhole		2.0000	EA	1400	2800
149	21.13002	Rem Ex Inlet		7.0000	EA	350	2450
150	21.13004	Rem Ex Grate Inlet		3.0000	EA	350	1050
151	21.13005	Rem Ex Hdwl		9.0000	EA	140	1260
152	21.14001	Rip-Rap		1,546.0000	TON	44.55	68874.3
153	50.00001	Special Storm Sewer Manhole at Sta. 105+17.00		1.0000	EA	19956	19956
154	50.00001	Special Storm Sewer Manhole at Sta. 105+50.00		1.0000	EA	8952	8952
155	50.00001	Special Storm Sewer Manhole at Sta. 118+24.55		1.0000	EA	9744	9744
156	50.00001	Special Storm Sewer Manhole at Sta. 135+75.00 Lt		1.0000	EA	9245.04	9245.04
157	50.00001	Special Storm Sewer Manhole at Sta. 135+75.00 Rt		1.0000	EA	8743.92	8743.92
158	50.00001	Special Storm Sewer Manhole at Sta. 137+50.00		1.0000	EA	9850.8	9850.8
159	50.00001	Special Storm Sewer Manhole at Sta. 155+10.00		1.0000	EA	15030.8	15030.8
160	50.00001	Special Storm Sewer Manhole at Sta. 166+28.00		1.0000	EA	8914.8	8914.8
161	50.00001	Special Storm Sewer Manhole at Sta. 173+65.00		1.0000	EA	8698.8	8698.8
162	50.00001	Special Storm Sewer Manhole at Sta. 999+12.00		1.0000	EA	8761	8761
163	50.00001	Special Storm Sewer Manhole at Sta. 1501+27.83		1.0000	EA	18864.4	18864.4
164	50.00001	Special Storm Sewer Manhole at Sta. 1503+35.59		1.0000	EA	19075.12	19075.12
165	50.00001	Special Storm Sewer Manhole at Sta. 5018+50.00		1.0000	EA	8950.85	8950.85
166	50.00001	Special Storm Sewer Manhole at Sta. 5029+58.57		1.0000	EA	17232	17232
167	50.00001	Special Storm Sewer Inlet at Sta. 104+00.00 Lt		1.0000	EA	5904.86	5904.86
168	50.00001	Special Storm Sewer Inlet at Sta. 104+00.00 Rt		1.0000	EA	5947.95	5947.95
169	50.00001	Special Storm Sewer Inlet at Sta. 155+15.00 Lt		1.0000	EA	15615.8	15615.8
170	50.00001	Special Storm Sewer Inlet at Sta. 166+28.00 Lt		1.0000	EA	6762.8	6762.8
171	50.00001	Temporary Straight Curb Inlet, 72"		2.0000	EA	2810	5620
172	50.00001	Temporary Grate Inlet Type "F-1"		1.0000	EA	2180	2180
173	50.00001	Temporary Grate Inlet Type "F-2"		2.0000	EA	2300	4600
174	50.00001	Temporary Concrete Flume		2.0000	EA	1994	3988
175	50.00001	Convert Curb Inlet to Grate Inlet		3.0000	EA	1700	5100
176	50.00001	Preparation of Structure		1.0000	EA	7780	7780
177	50.00005	RCP Storm Sewer, Class V, 24" Jacked in Place		59.0000	LF	394.07	23250.13
178	50.00005	RCP Storm Sewer, Class V, 30" Jacked in Place		169.0000	LF	504.98	85341.62
179	50.00005	Remove Existing Box Culvert		626.0000	LF	140	87640
180	50.00005	Temporary Storm Sewer Pipe, 15"		205.0000	LF	34.08	6986.4
181	50.00005	Temporary Storm Sewer Pipe, 18"		711.0000	LF	36.2	25738.2
182	50.00005	Temporary Storm Sewer Pipe, 24"		30.0000	LF	43.1	1293
183	50.00005	Temporary Storm Sewer Pipe, 36"		221.0000	LF	67.46	14908.66
184	50.00005	Temporary Storm Sewer Pipe, 38" x 60" Elliptical		48.0000	LF	126.58	6075.84

185	50.00005	CMP Culvert Pipe, 36"	58.0000	LF	64.2	3723.6
186	50.00015	Temporary Shoring Sta. 105+17.00-Rt	1.0000	L.S	26206	26206
187	50.00015	Temporary Shoring Sta. 105+50.00-Lt	1.0000	L.S	5200	5200
188	50.00015	Temporary Shoring Sta. 118+24.55-Rt	1.0000	L.S	5200	5200
189	50.00015	Temporary Shoring Sta. 118+42.50 -Lt	1.0000	L.S	4600	4600
190	50.00015	Temporary Shoring Sta. 135+75.00 -Rt	1.0000	L.S	3800	3800
191	50.00015	Temporary Shoring Sta. 135+75.00 -Lt	1.0000	L.S	5200	5200
192	50.00015	Temporary Shoring Sta. 155+10.00 -Rt	1.0000	L.S	25500	25500
193	50.00015	Temporary Shoring Sta. 158+25.00 -Lt	1.0000	L.S	3550	3550
194	50.00015	Temporary Shoring Sta. 174+85.00 -Lt	1.0000	L.S	56500	56500
195	50.00015	Temporary Shoring Sta. 1501+00.00 -Lt	1.0000	L.S	56500	56500
196	22.03001	Tap Ex MH and Replace Invert	2.0000	EA	1050	2100
197	22.03101	Rem Ex Sanitary Sewer MH	2.0000	EA	1050	2100
198	22.05000	Sanitary Sewer Pipe (C900 PVC), 8"	80.0000	LF	89.2	7136
199	22.05008	Sanitary Sewer Pipe, 8"	183.0000	LF	79.48	14544.84
200	22.07003	Std MH, Ty "S"	2.0000	EA	4544	9088
201	22.07103	Std MH, Ty "S" VF	19.2000	VF	277	5318.4
202	22.08084	Wye, 8" X 4"	1.0000	EA	184.4	184.4
203	22.08202	Reconstruct Sanitary Sewer Service	3.0000	EA	760	2280
204	22.08304	Pipe Sewer Service, 4"	109.0000	LF	39.87	4345.83
205	50.00001	Connect to Existing Sewer	3.0000	EA	1418	4254
206	50.00005	Boring For Sanitary Sewer	80.0000	LF	140	11200
207	50.00005	Concrete Encasement	64.0000	LF	70.28	4497.92
208	50.00005	Pipe Sewer Service (C900 PVC), 4"	20.0000	LF	58.85	1177
209	50.00015	Bypass Pumping	1.0000	LS	8750	8750
210	50.00015	Temporary Shoring Sta. 173+69.57 -Lt	1.0000	L.S	5200	5200
211	20.06108	Directional Drilling for 8" Water Main	135.0000	LF	35	4725
212	20.06112	Directional Drilling for 12" Water Main	246.0000	LF	49	12054
213	20.06116	Directional Drilling for 16" Water Main	144.0000	LF	70	10080
214	20.09001	Conc for Thrust Blocks & Anchorages	30.2200	CY	206.6	6243.452
215	20.09002	Reinf Stl for Thrust Blks & Anchorages	948.7000	LBS	1.31	1242.797
216	23.04006	Rem 6" Water Main	91.0000	LF	14	1274
217	23.04008	Rem 8" Water Main	742.0000	LF	14	10388
218	23.04012	Rem 12" Water Main	868.0000	LF	14	12152
219	23.04016	Rem 16" Water Main	1,647.0000	LF	14	23058
220	23.04101	Rem & Salvage Hydrant	14.0000	EA	350	4900
221	23.04105	Rem & Salvage Gate Valve and Box	21.0000	EA	140	2940

222	23.04107	Rem & Salvage Bend	1.0000	EA	70	70
223	23.04109	Rem & Salvage Tee	1.0000	EA	70	70
224	23.07006	Water Main, 6"	572.0000	LF	32.05	18332.6
225	23.07008	Water Main, 8"	355.0000	LF	38.03	13500.65
226	23.07012	Water Main, 12"	1,123.0000	LF	55.28	62079.44
227	23.07016	Water Main, 16"	2,889.0000	LF	66.4	191829.6
228	23.07070	Anchoring Elbow, MJ, 6"	10.0000	EA	190.37	1903.7
229	23.07071	Anchoring Coupling, MJ (L=12"), 6"	2.0000	EA	173.05	346.1
230	23.07072	Anchoring Coupling, MJ (L=18"), 6"	39.0000	EA	183.32	7149.48
231	23.07081	Reducer, MJ, 8" X 6"	2.0000	EA	130.35	260.7
232	23.07083	Reducer, MJ, 12" x 8"	1.0000	EA	188.13	188.13
233	23.07086	Reducer, MJ, 16" X 12"	2.0000	EA	319.1	638.2
234	23.07102	Deg Bend, MJ, 8" x 90	1.0000	EA	182.36	182.36
235	23.07103	Deg Bend, MJ, 12" X 90	2.0000	EA	294.7	589.4
236	23.07110	Deg Bend, MJ, 6" X 45	9.0000	EA	104.98	944.82
237	23.07111	Deg Bend, MJ, 8" X 45	1.0000	EA	165.02	165.02
238	23.07112	Deg Bend, MJ, 12" X 45	6.0000	EA	260.68	1564.08
239	23.07121	Deg Bend, MJ, 6" X 22.5	2.0000	EA	101.45	202.9
240	23.07123	Deg Bend, MJ, 12" X 22.5	4.0000	EA	240.77	963.08
241	23.07124	Deg Bend, MJ, 16" X 22.5	4.0000	EA	421.82	1687.28
242	23.07131	Deg Bend, MJ, 6" X 11.25	1.0000	EA	103.05	103.05
243	23.07204	Cross, MJ, 12" X 12"	1.0000	EA	570.13	570.13
244	23.07206	Cross, MJ, 16" X 12"	2.0000	EA	955.66	1911.32
245	23.07207	Cross, MJ, 16" X 16"	1.0000	EA	1324.8	1324.8
246	23.07301	Tee, MJ, 6" X 6"	3.0000	EA	155.06	465.18
247	23.07302	Tee, MJ, 8" X 6"	5.0000	EA	178.81	894.05
248	23.07304	Tee, MJ, 12" X 6"	7.0000	EA	293.42	2053.94
249	23.07305	Tee, MJ, 12" x 8"	1.0000	EA	321.66	321.66
250	23.07306	Tee, MJ, 12" X 12"	1.0000	EA	385.86	385.86
251	23.07307	Tee, MJ, 16" X 6"	5.0000	EA	576.56	2882.8
252	23.07401	Offset, 18" Drop, MJ, 6"	3.0000	EA	1236.18	3708.54
253	23.07402	Offset, 24" Drop, MJ, 6"	5.0000	EA	1281.12	6405.6
254	23.07403	Offset, 12" Drop, MJ, 8"	1.0000	EA	1264.43	1264.43
255	23.07406	Offset, 12" Drop, MJ, 12"	2.0000	EA	1418.51	2837.02
256	23.07407	Offset, 18" Drop, MJ, 12"	4.0000	EA	1489.13	5956.52
257	23.07409	Offset, 18" Drop, MJ, 16"	2.0000	EA	3299.57	6599.14
258	23.07506	Solid Sleeve, MJ (L=12"), 6"	5.0000	EA	111.4	557

259	23.07508	Solid Sleeve, MJ (L=12"), 8"	5.0000	EA	148.32	741.6
260	23.07512	Solid Sleeve, MJ (L=12"), 12"	11.0000	EA	213.48	2348.28
261	23.07516	Solid Sleeve, MJ (L=15"), 16"	4.0000	EA	403.84	1615.36
262	23.07706	Plug, MJ, 6"	4.0000	EA	68.06	272.24
263	23.07708	Plug, MJ, 8"	1.0000	EA	84.44	84.44
264	23.07712	Plug, MJ, 12"	6.0000	EA	120.7	724.2
265	23.07716	Plug, MJ, 16"	2.0000	EA	279.77	559.54
266	23.07806	Retainer Glands, MJ, 6"	85.0000	EA	61.96	5266.6
267	23.07808	Retainer Glands, MJ, 8"	45.0000	EA	74.8	3366
268	23.07812	Retainer Glands, MJ, 12"	116.0000	EA	132.11	15324.76
269	23.07816	Retainer Glands, MJ, 16"	61.0000	EA	240.77	14686.97
270	23.08006	Gate Valve, MJ, 6"	34.0000	EA	1120.84	38108.56
271	23.08008	Gate Valve, MJ, 8"	5.0000	EA	1453.24	7266.2
272	23.08012	Gate Valve, MJ, 12"	9.0000	EA	2490.45	22414.05
273	23.08116	Butterfly Valve, MJ, 16"	7.0000	EA	2973.05	20811.35
274	23.08203	Tapping Sleeve & Valve, MJ, 6" x 6"	1.0000	EA	2732.02	2732.02
275	23.08205	Tapping Sleeve & Valve, MJ, 8" x 6"	1.0000	EA	2827.71	2827.71
276	23.08209	Tapping Sleeve & Valve, MJ, 12" x 6"	1.0000	EA	2952.07	2952.07
277	23.08210	Tapping Sleeve & Valve, MJ, 12" x 8"	1.0000	EA	3417.18	3417.18
278	23.08211	Tapping Sleeve & Valve, MJ, 12" x 12"	1.0000	EA	4928.21	4928.21
279	23.08355	Hydrant, L=5.5'	10.0000	EA	2336.6	23366
280	23.08365	Hydrant, L=6.5'	16.0000	EA	2434.14	38946.24
281	23.08400	Hydrant Extension	8.0000	EA	730	5840
282	23.09001	Temporary Hydrant and Blow-off	12.0000	EA	700	8400
283	23.10075	Copper Water Service Pipe, 0.75"	20.0000	LF	39.54	790.8
284	23.10100	Copper Water Service Pipe, 1"	35.0000	LF	40.9	1431.5
285	23.10200	Copper Water Service Pipe, 2"	83.0000	LF	50.88	4223.04
286	23.10901	Reconstruct Water Service	4.0000	EA	821.3	3285.2
287	23.11001	Abandonment of Water Main	1.0000	LS	7000	7000
288	50.00001	Anchoring Coupling, MJ, (L=12") 8"	1.0000	EA	202.25	202.25
289	50.00001	Anchoring Coupling, MJ, (L=13") 12"	4.0000	EA	465.47	1861.88
290	50.00001	Cross, MJ, 16" x 8"	1.0000	EA	771.73	771.73
291	50.00001	Offset, 6" Drop, MJ, 12"	3.0000	EA	1384.49	4153.47
292	50.00001	Offset, 24" Drop, MJ, 12"	2.0000	EA	1659.9	3319.8
293	50.00005	Restrained Joint Water Main, 8"	135.0000	LF	73.07	9864.45
294	50.00005	Restrained Joint Water Main, 12"	296.0000	LF	116.87	34593.52
295	50.00005	Restrained Joint Water Main, 16"	144.0000	LF	156.12	22481.28

296	50.00005	All Thread Anchor Rod, 3/4" Diameter	44.0000	LF	3.95	173.8
297	50.00005	Steel Casing Pipe, 24" Diameter	40.0000	LF	126.83	5073.2
298	24.01000	Rem Traffic Signal	1.0000	EA	13750	13750
299	24.02000	Inst and Rem Temp Traffic Signal	1.0000	EA	5500	5500
300	24.03205	Conduit, 1/2", Trenched	1,182.0000	LF	3.85	4550.7
301	24.03215	Conduit, 1 1/2", Trenched	10,884.0000	LF	4.13	44950.92
302	24.03220	Conduit, 2", Trenched	2,777.0000	LF	4.4	12218.8
303	24.03230	Conduit, 3", Trenched	135.0000	LF	6.6	891
304	24.03240	Conduit, 4", Trenched	4,062.0000	LF	8.8	35745.6
305	24.03261	Conduit, Main Line Group Trenched	8,254.0000	LF	13.2	108952.8
306	24.05009	Pull Box, T9	29.0000	EA	715	20735
307	24.05027	Pull Box, TR27	20.0000	EA	1100	22000
308	24.05048	Pull Box, T48	21.0000	EA	2035	42735
309	24.06020	Riser, 2"	2.0000	EA	880	1760
310	24.08200	Pole, Inst Mast Arm, MA-2 to 46'	3.0000	EA	3850	11550
311	24.08201	Pole, Inst Mast Arm, MA-2>46'	5.0000	EA	4400	22000
312	24.08445	Pole, Street Light, SL-A-C-45-12T-5	41.0000	EA	2310	94710
313	24.08545	Pole, Street Light, SL-A-PI-45-12T-5	16.0000	EA	2200	35200
314	24.08700	Pole, Inst Pedestal, PPB	5.0000	EA	825	4125
315	24.08701	Pole, Inst Pedestal, 1	4.0000	EA	825	3300
316	24.08703	Pole, Inst Pedestal, 3	1.0000	EA	825	825
317	24.09000	Ground Rod	29.0000	EA	137.5	3987.5
318	24.10005	Detector, Loop, Under Cover	90.0000	EA	165	14850
319	24.10015	Detector, Loop, Saw Cut	4.0000	EA	990	3960
320	24.10200	Detector, Inst Pedestrian Push Button	16.0000	EA	93.5	1496
321	24.10301	Detector, Inst Emergency	5.0000	EA	550	2750
322	24.11009	Cabinet, Inst Signal, Pad Mount	2.0000	EA	1622.5	3245
323	24.12003	Cable, 3/C Traffic Signal	2,403.0000	LF	2.2	5286.6
324	24.12016	Cable, 16/C Traffic Signal	1,101.0000	LF	5.5	6055.5
325	24.12101	Cable, Lead-In	11,884.0000	LF	1.93	22936.12
326	24.12103	Cable, Emergency Detector	891.0000	LF	3.3	2940.3
327	24.12208	Cable, No 8 Circuit Ground	12,948.0000	LF	2.2	28485.6
328	24.12306	Cable, No 6 Service	756.0000	LF	2.48	1874.88
329	24.12506	Cable, No 6 Street Light	25,524.0000	LF	2.48	63299.52
330	24.13013	Head, Inst Pedestrian Signal, PS-1, T13C	16.0000	EA	275	4400
331	24.13031	Head, Inst Traffic Signal, TS-1, T31	30.0000	EA	330	9900
332	24.13060	Sign, Inst Metro Street Name	8.0000	EA	275	2200

333	24.14921	Luminaire, 92' Grey LED-PC	65.0000	EA	770	50050
334	26.02001	Fiber Marker	11.0000	EA	275	3025
335	26.04001	Ground Bar	13.0000	EA	165	2145
336	26.05110	Cable, Fiber Locate	2,637.0000	LF	2.2	5801.4
337	26.05848	Cable, Fiber Optic 48 Strand, Single Mode	7,604.0000	LF	2.48	18857.92
338	26.06105	Fiber Optic Cable Fusion Splice	16.0000	EA	55	880
339	26.06201	Fiber Optic Cable Splice Enclosure, Small	2.0000	EA	577.5	1155
340	26.06302	Factory Terminated Patch Panel w/Pigtail, 4-Step	2.0000	EA	605	1210
341	50.00001	30 Amp Fuses	36.0000	EA	55	1980
342	30.07002	Seeding, Ty "B"	12.6700	AC	1384.9	17546.683
343	30.07006	Seeding, Ty "F"	13.8800	AC	910.8	12641.904
344	30.08001	Sodding	237,647.0000	SF	0.52	123576.44
345	31.03001	Select Topsoil	1,315.0000	CY	40.9	53783.5
346	32.01001	SWPP Updating	60.0000	EA	350	21000
347	32.02001	Synthetic Fabric Silt Fence Inst	23,672.0000	LF	2.37	56102.64
348	32.02002	Synthetic Fabric Silt Fence Maint	47,344.0000	LF	0.21	9942.24
349	32.02003	Synthetic Fabric Silt Fence Rem	23,672.0000	LF	0.49	11599.28
350	32.03001	Construction Entrance Surfacing	1,000.0000	TON	25.6	25600
351	32.04001	Curb Inlet Protection Inst	98.0000	EA	120	11760
352	32.04002	Curb Inlet Protection Maint	196.0000	EA	7	1372
353	32.04003	Curb Inlet Protection Rem	98.0000	EA	7	686
354	32.05001	ECB, Type I	86,916.0000	SY	1.32	114729.12
355	32.05002	ECB, Type II	600.0000	SY	1.82	1092
356	32.06001	TRM, Type I	7,423.0000	SY	3.8	28207.4
357	50.00001	Sediment Basin	15.0000	EA	700	10500
358	50.00020	Cover Crop Seeding	32.0100	AC	330	10563.3
total in \$:		\$15,867,082.88				

ROADWAY IMPROVEMENTS AT
NW 48TH STREET FROM W. VINE TO W. ADAMS
PROJECT 701452
BID NO. 14-281

FOR
CITY OF LINCOLN
CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this 29TH day of DECEMBER, 2014
by and between K2 CONSTRUCTION, hereinafter called the Contractor and the City of
Lincoln

WITNESS, that:

WHEREAS, the City of Lincoln has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to wit:

ROADWAY IMPROVEMENTS at NW 48TH STREET from W. VINE to W. ADAMS
PROJECT 701452 and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City of Lincoln, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and,

WHEREAS, the City of Lincoln, in the manner prescribed by law, has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest and best bidder for the said Work for the sum or sums named in the Contractor's Proposal, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City of Lincoln have agreed and hereby agree as follows:

CONTRACT AGREEMENT

The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete Work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the City of Lincoln's official award of this Contract to the Contractor, such award being based on the acceptance by the City of Lincoln of the Contractor's Proposal, or part thereto, as follows:

ALL OF THE PROPOSAL SUBMITTED BY K2 CONSTRUCTION IN CONNECTION WITH
THE CITY OF LINCOLN ROADWAY IMPROVEMENTS at NW 48TH STREET from W. VINE to W.
ADAMS PROJECT 701452 DATED DECEMBER 17, 2014

The City of Lincoln agrees to pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor agrees to accept as full compensation therefore, the sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided in the General Provisions and Requirements.

COMPLETION DATE – The Contractor agrees that the Work in this Contract shall begin as soon after the Notice to Proceed as is necessary for the Contractor to complete the Work within the number of calendar days allowed and prior to the stated completion date. The completion date shall be 579 calendar days or no later than AUGUST 5, 2016

GUARANTEE – The guarantee periods as stated in Section VIII, Paragraph A of the City of Lincoln Standard Specifications for Municipal Construction shall be applicable to this project.

CONTRACT DOCUMENTS – The Contract Documents comprise the Contract, and consist of the following:

1. City of Lincoln Standard Specifications for Municipal Construction (2011 Edition)
2. Proposal Forms
3. Contract Agreement Forms
4. Commentary to Accompany Construction Bonds
5. Construction Performance Bond
6. Construction Payment Bond
7. Special Provisions
8. Lincoln Standard Plans (2011 Edition)
9. Standard Specifications for Highway Construction Nebraska Department of Roads (2007 Edition)
10. Plan and Profile Detail Sheets
11. Any executed Addenda or Change Orders
12. Any portion of this project used for **providing water service**, such as pipe for water mains, **are not tax exempt and are subject to sales and use tax.**
13. The **remainder** of this project, including items exclusively used for providing fire protection, such as fire hydrants, **are exempt from sales and use taxes.**
14. Sales tax exempt forms will be provided upon award of bid.

CONTRACT AGREEMENT

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and City of Lincoln hereby agree that all the terms and conditions of this Contract shall, by these presents, be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and City of Lincoln do hereby execute this Contract.

EXECUTION BY THE CITY

ATTEST:

CITY OF LINCOLN, NEBRASKA

(Seal)
CITY CLERK

BY: _____
MAYOR

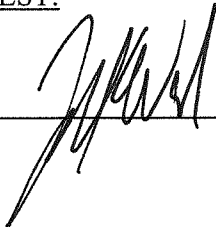
APPROVED BY EXECUTIVE ORDER NO.

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION

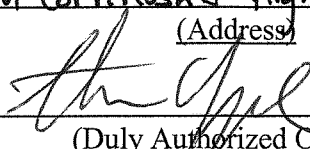
ATTEST:



(Seal)

K2 Construction
(Name of Corporation)

7701 Cornhusker Highway Lincoln, NE 68507
(Address)

By: 
(Duly Authorized Official)

Manager
(Legal Title of Official)

IF OTHER TYPE ORGANIZATION

(Name and Type of Organization)

(Address)

(Member)

(Member)

(Member)

IF AN INDIVIDUAL

By: _____
(Name)

Construction Performance Bond

Bond No. 929602734

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K2 Construction
7701 Cornhusker Highway, Suite 1
Lincoln, Nebraska 68507

SURETY (Name and Principal Place of Business):

Western Surety Company
333 S. Wabash Avenue, 41st Floor
Chicago, Illinois 60604

OWNER (Name and Address):

City of Lincoln
555 S. 10th Street
Lincoln, Nebraska 68508

CONSTRUCTION CONTRACT

Date: 12/29/2014

Amount: (\$15,867,082.88) Fifteen Million Eight Hundred Sixty-seven Thousand Eighty-two And 88/100THS Dollars

Description (Name and Location):

Roadway Improvements at NW 48th Street from W. Vine to W. Adams, Project 701452

BOND

Date (Not earlier than Construction Contract Date): 1/2/2015

Amount: (\$15,867,082.88) Fifteen Million Eight Hundred Sixty-seven Thousand Eighty-two And 88/100THS Dollars

Modifications to this Bond Form: N/A

CONTRACTOR AS PRINCIPAL

Company: K2 Construction (Corp. Seal)

Signature: _____

Name and Title: Thomas Rogge
Managing Partner

SURETY

Company: Western Surety Company (Corp. Seal)

Signature: _____

Name and Title: Maura P. Kelly
Attorney-In-Fact

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28A (1984 Edition)

Prepared through the joint efforts of The Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

- 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1. The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
- 12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

The Harry A. Koch Co.

14010 FNB Parkway, Suite 300

Omaha, NE 68154 402-861-7000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Construction Payment Bond

Bond No. 929602734

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

K2 Construction
7701 Cornhusker Highway, Suite 1
Lincoln, Nebraska 68507

SURETY (Name and Principal Place of Business):

Western Surety Company
333 S. Wabash Avenue, 41st Floor
Chicago, Illinois 60604

OWNER (Name and Address):

City of Lincoln
555 S. 10th Street
Lincoln, Nebraska 68508

CONSTRUCTION CONTRACT

Date: 12/29/2014

Amount: (\$15,867,082.88) Fifteen Million Eight Hundred Sixty-seven Thousand Eighty-two And 88/100THS Dollars

Description (Name and Location):

Roadway Improvements at NW 48th Street from W. Vine to W. Adams, Project 701452

BOND

Date (Not earlier than Construction Contract Date): 1/2/2015

Amount: (\$15,867,082.88) Fifteen Million Eight Hundred Sixty-seven Thousand Eighty-two And 88/100THS Dollars

Modifications to this Bond Form: N/A

CONTRACTOR AS PRINCIPAL

Company: K2 Construction (Corp. Seal)

Signature: _____

Name and Title: Thomas Rogge
Managing Partner

SURETY

Company: Western Surety Company (Corp. Seal)

Signature: _____

Name and Title: Maura P. Kelly
Attorney-In-Fact

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title: _____

EJCDC No. 1910-28B (1984 Edition)

Prepared through the joint efforts of the Surety Association of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, American Institute of Architects, American Subcontractors Association, and the Associated Specialty Contractors.

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract

and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner. Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

The Harry A. Koch Co.

14010 FNB Parkway, Suite 300

Omaha, NE 68154 402-861-7000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Sharon K Murray, Ronald R Allison, Jacqueline L Drey, Kevin J Stenger, David A Dominiani, Maura Kelly, Joan Leu, Individually

of Omaha, NE, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of September, 2014.



WESTERN SURETY COMPANY

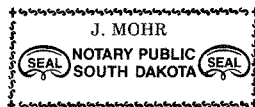
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of September, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of JANUARY, 2015.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

EMPLOYEE CLASSIFICATION ACT AFFIDAVIT

For the purposes of complying with THE NEBRASKA EMPLOYEE CLASSIFICATION ACT, I, Tom Raggie, herein below known as the Contractor, state under oath and swear as follows:

1. Each individual performing services for the Contractor is properly classified under the Employee Classification Act.
2. The Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services.
3. The Contractor has complied with Neb Rev Stat 4-114.
4. The Contractor has no reasonable basis to believe that any individual performing services for the Contractor is an undocumented worker.
5. The Contractor is not barred from contracting with the state or any political subdivision pursuant to section 12 of this Act.
6. As the Contractor I understand that pursuant to the Employee Classification Act a violation of the Act by a contractor is grounds for rescission of the contract by the City. I understand that pursuant to the Act any contractor who knowingly provides a false affidavit may be subject to criminal penalties and upon a second or subsequent violation shall be barred from contracting with the City for a period of three years after the date of discovery of the falsehood.

I hereby affirm and swear that the statements and information provided on this affidavit are true, complete and accurate. The undersigned person does hereby agree and represent that he or she is legally capable to sign this affidavit and to lawfully bind the Contractor to this affidavit.

PRINT NAME: Thomas P. Raggie

(First, Middle, Last)

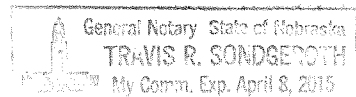
SIGNATURE: Tom Raggie

TITLE: Manager

State of Nebraska)

) ss.

County of LAWCASTER)



This affidavit was signed and sworn to before me, the undersigned Notary Public, on this 9 day of JAN, 2015.

Travis R. Sondgeroth
Notary Public

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance P.O. Box 6847 Lincoln, NE 68506 402 483-4500	CONTACT NAME: Dan Virgillito	FAX (A/C, No): 402-483-7977
	PHONE (A/C, No, Ext): 402-483-4500	E-MAIL ADDRESS: dvirgillito
INSURED K2 Construction 7701 Cornhusker Highway Lincoln, NE 68507	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bituminous	NAIC # 20109
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CLP3612979	01/01/2015	01/01/2016	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP3612980	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUP2807392	01/01/2015	01/01/2016	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC3612978	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Lincoln is additional insured in regards to General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Lincoln
Engineering Services
949 W Bond, Ste 200
Lincoln, NE 68521

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel D. Miffel

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